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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

December 17, 2002

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

RECORDATION NO. 23759-B FILED

DEC 20 12

7-39 AM

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of a Final Supplement to Security Agreement, dated as of December 20, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a full release and relates to the Security Agreement previously filed with the Board under Recordation Number 23759.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Acceptance VII LLC  
620 North Second Street  
St. Charles, Missouri 63301

Secured Party: Vegas Financial Corp.  
740 S. Decatur Blvd.  
Las Vegas, NV 89107

A description of the railroad equipment covered by the enclosed document is:

64 railcars PGHX 41001 – PGHX 41064

Mr. Vernon A. Williams  
December 17, 2002  
Page Two

A short summary of the document to appear in the index follows:

Final Supplement to Security Agreement

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/anr  
Enclosures

RECORDATION NO. 23759 <sup>B</sup> FILED

DEC 2 0 '02

7-30 AM

FINAL SUPPLEMENT TO  
SECURITY AGREEMENT  
(Full Release of Collateral)

SURFACE TRANSPORTATION BOARD

This is Final Supplement dated as of December 2, 2002 (the "Supplement") to the Security Agreement dated as of December 13, 2001 (as amended and supplemented, the "Security Agreement"), by and between ACF ACCEPTANCE VII LLC, a Delaware limited liability company (the "Debtor") and VEGAS FINANCIAL CORP., as Lead Lender for the Lenders (the "Lead Lender").

WHEREAS, the Debtor and the Lead Lender, entered into the Security Agreement dated as of December 13, 2001 pursuant to which the Debtor assigned, mortgaged, pledged, hypothecated, transferred and set over to the Lead Lender and granted the Lead Lender a first priority lien on and security interest in all of the Debtor's right, title and interest in and to, among other things, certain railroad cars and related leases, to secure a certain loan made to the Debtor or its affiliate, pursuant to that certain Revolving Credit Agreement dated as of November 1, 2001 (as amended and supplemented, the "Loan Agreement"), among the Borrowers (as defined therein), including the Debtor, the Lenders (as defined therein) and the Lead Lender;

WHEREAS, the Security Agreement was recorded on December 13, 2001 with the Surface Transportation Board, Recordation No. 23759, and deposited with the Registrar General of Canada, Recordation No. 13805; and

WHEREAS, in connection with the full performance and satisfaction of the Debtor's Obligations (as defined in the Security Agreement) on the day hereof, the Debtor has requested pursuant to Section 8.1 of the Loan Agreement that the Lead Lender release its lien on and its security interest in all of railcars and leases related thereto and all other property of the Debtor related thereto subject to the lien created by the Security Agreement and the Lead Lender has agreed to such release.

NOW, THEREFORE, for good and valuable consideration the parties hereto hereby agree as follows:

1. Release of Security Interest. The Lead Lender hereby releases, and terminates its security interest in, and all of its rights, title and interest in and to the following Collateral described in paragraphs (a), (b) and (c) hereof:

(a) All of the railroad rolling stock and standard gauge rolling stock listed on Schedule X hereto together with all parts, attachments, accessions, accessories, equipment, appurtenances and additions that are at any time appertaining, attached, affixed or related thereto and all substitutions, renewals or replacements thereof and additions, improvements, accessions and accumulations thereto, wherever located, together with all records, rents, mileage credits earned, issues, income, profits, avails and other proceeds (including insurance proceeds) therefrom (the "Equipment").

(b) All right, title, interest, claims and demands of the Debtor in, to and under each and every lease, including without limitation the leases listed on Schedule X hereto, (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases) now or hereafter entered into relating to the Equipment but to and only to the extent relating to the Equipment (each such portion of such lease being an "Equipment Lease"), including any extensions of the term of every Equipment Lease, all of Debtor's rights under any Equipment Lease to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, waiver or approval together with full power and authority with respect to any Equipment Lease to demand, receive, enforce, collect or give receipt for any of the foregoing rights or any property which is the subject of any of the Equipment Leases, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action which (in the opinion of the Lead Lender) may be necessary or advisable in connection with any of the foregoing insofar, but only insofar, as such rights relate to the Equipment which is subject to such Equipment Leases, all records related to the Equipment Leases and all payments due and to become due under any Equipment Lease, whether as contractual obligations, damages, casualty payments, insurance proceeds or otherwise to the extent such payments are derived from the Equipment.

(c) All products and proceeds of any of the foregoing in whatever form, including (without limitation) insurance proceeds and any claims against third parties for loss or damage to or destruction of any or all of the foregoing and cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents.

2. Interpretation. Except as otherwise defined in this Supplement, terms defined in the Security Agreement or by reference therein or in the Loan Agreement or by reference therein are used herein as defined therein.

3. Counterparts. This Supplement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Supplement by signing any such counterpart.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of the day and year first above written.

ACF ACCEPTANCE VII LLC, as Debtor

By: ACF ACCEPTANCE LLC,  
its Managing Member

By: ACF INDUSTRIES, INCORPORATED,  
its Managing Member

By:

Name: Robert J. Mitchell

Title: Senior Vice President-Finance

VEGAS FINANCIAL CORP., as Lead Lender

By:

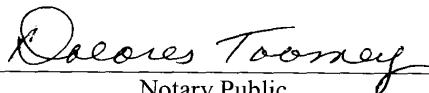
Name: Ronald P. Lurie

Title: Vice President-Administration

[Signature Page to Final Supplement to Security Agreement]

STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF NEW YORK                )

On this 10<sup>th</sup> day of December, 2002, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that she resides in Nassau County, New York and is Senior Vice President of Finance of ACF Industries, Incorporated, the sole member of the sole member of ACF Acceptance VII LLC; that said instrument was signed on behalf of said company on the date hereof by authority of the Board of Directors of ACF, Industries, Incorporated; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

  
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Notary Public

DOLORES TOOMEY  
Notary Public, State of New York  
No. 41077211  
Qualified to Commence Nov. 17, 2006  
Commission Expires May 17, 2016

STATE OF NEVADA                    )  
  ) ss.:  
CLARK COUNTY                        )

On this 9<sup>th</sup> day of December, 2002, before me, personally appeared Ronald P. Lurie, to me known, who being by me duly sworn, says that he resides in Clark County, Nevada and is Vice President of Administration of VEGAS FINANCIAL CORP., that said instrument was signed on behalf of said company on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Maxine D. Lauber  
Notary Public



SCHEDULE X

{24950 / 6260 / 00510626 / 12/4/2002 /}



[illegible]

Lessee	Contract	Rptg Mark	Car Number
PROCTER & GAMBLE MFG CO	Supplement Dated November 30, 2001	PGHX	41039
PROCTER & GAMBLE MFG CO	Supplement Dated November 30, 2001	PGHX	41040
PROCTER & GAMBLE MFG CO	Supplement Dated November 30, 2001	PGHX	41041
PROCTER & GAMBLE MFG CO	Supplement Dated November 30, 2001	PGHX	41042
PROCTER & GAMBLE MFG CO	Supplement Dated November 30, 2001	PGHX	41043
PROCTER & GAMBLE MFG CO	Supplement Dated November 30, 2001	PGHX	41044
PROCTER & GAMBLE MFG CO	Supplement Dated November 30, 2001	PGHX	41045
PROCTER & GAMBLE MFG CO	Supplement Dated November 30, 2001	PGHX	41046
PROCTER & GAMBLE MFG CO	Supplement Dated November 30, 2001	PGHX	41047
PROCTER & GAMBLE MFG CO	Supplement Dated November 30, 2001	PGHX	41048
PROCTER & GAMBLE MFG CO	Supplement Dated November 30, 2001	PGHX	41049
PROCTER & GAMBLE MFG CO	Supplement Dated November 30, 2001	PGHX	41050
PROCTER & GAMBLE MFG CO	Supplement Dated November 30, 2001	PGHX	41051
PROCTER & GAMBLE MFG CO	Supplement Dated November 30, 2001	PGHX	41052

64 Cars